

EXHIBIT C



Terms and Conditions

Rev. 12/4/2018

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Introduction

This Agreement governs your use of the Capital One Online Banking, Online Bill Payment, and Funds Transfer Services (collectively and as further defined below, the "**Services**"). Unless otherwise noted, each section below applies regardless of whether you are using the Services to access your Bank or Credit Card account.

Use of the Services is expressly conditioned on your acceptance of this Agreement, and when you use, or permit Authorized Persons to use the Services, you agree to be bound by the terms of this Agreement. By using the Services, you acknowledge that you have read, understand, and agree to abide by the terms and conditions of this Agreement. If you decide not to agree to the terms and conditions discussed herein, you may not use the Services.

Please note that Online Banking is currently only provided for the primary accountholders of U.S. consumer credit cards, line of credit, and bank accounts.

This Agreement governs your use of any information, content, products, services, transactions, and other features available on or through the Online Banking Web site (the "Online Banking Site"). This Agreement is hereby made a part of the Terms and Conditions for capitalone.com and the Terms and Conditions for banking.capitalone.com, and all such Terms and Conditions apply to your use of the Services on the Online Banking Site.

Any agreements, rules, or other terms governing any accounts that you may view, modify, or otherwise access while using Online Banking (such as your account agreement) will apply to your use of Online Banking. Additionally, in connection with your use of the Services, you may be subject to, and/or required to agree to, various guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post on the Online Banking Site or any other Capital One Site (as defined below), or otherwise provide or make available to you.

Furthermore, if you use certain features, products or services available on or through the Services, you will be subject to, and/or required to agree to separate user agreements, customer agreements or similar agreements governing or relating to such features, products, or services. All such guidelines, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions (collectively, "**Additional Agreements**") are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any checking, savings or other deposit accounts, loan, line of credit and credit card accounts, investment accounts and any other accounts that you may view, modify, or otherwise access while using the Services; fee schedules; our electronic funds transfer agreement and disclosures; our Online Bill Payment Authorization and Agreement; and your signature card.

If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement solely as they apply to online banking and online bill payment services, this Agreement controls; provided, that the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by Capital One in an Additional Agreement.

This Agreement shall apply regardless of the means by which the Services are accessed, including, but not limited to, through the URL address <https://www.capitalone.com>, <https://banking.capitalone.com>, electronic mail, or links from another website via a computer, mobile device, or any other means of access.

When using other services or features available through the Online Banking Site but provided directly by third parties such as rewards, your use will be governed by the agreements, program rules, or other terms or conditions governing use of those services or features.

Accepting this Agreement

By using or authorizing others to use Online Banking, you agree to the terms and conditions of this Agreement. Unless otherwise indicated, your use after any changes to Online Banking indicates you accept the Agreement in effect at the time. If you do not accept the Agreement, you may not use Online Banking.

2. Definitions

Unless otherwise stated, the following definitions apply throughout this Agreement:

"Capital One", **"we"**, **"us"** or **"our"** mean, collectively, Capital One Financial Corporation, its subsidiaries and affiliates (including, without limitation, Capital One, N.A., Capital One Bank (USA), N.A, and Capital One Auto Finance) and all of their respective successors, assigns, agents, and/or authorized representatives. However, with respect to a specific account to which the Online Banking Site provides you access, **"Capital One"**, **"we"**, **"us"** or **"our"** shall be understood to refer to the particular entity in the Capital One family of companies that offers such account. Please consult your account agreement(s) for information about the Capital One company servicing your individual account(s).

"You" or **"your"** mean each Authorized Person (as defined below) with respect who has an interest in an account with Capital One which is accessible through the Services or through the Online Banking Site, each person who signed the application or other binding documentation for the account with Capital One (each, a "joint accountholder"), or any person that is authorized to use the account in any way (each, an "Authorized User").

"Account" and **"accounts"** mean the checking, savings or other deposit account(s), loan account(s) and other account(s) that are tied to your Social Security number, Tax Identification Number or other unique identifier provided to you by Capital One (your **"Customer Number"**) and that are used through the Services, and any other account that you may add to your online banking profile (as further set forth below).

"Authorized Person" means, with respect to an individual account, each person who has an interest in or authority to transact business in such account and, with respect to an entity account, each person listed as an authorized signor on the signature card for such account or otherwise authorized to transact any business with respect to such account.

"Bank Accounts" mean any account that you are an account holder (including joint) on that is a Capital One checking, savings, money market, certificate of deposit, personal loan or line of credit. These accounts will be automatically linked to your Online Banking profile.

"**Biller**" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"**Billing Account**" is the checking account from which all Service fees will be automatically debited.

"**Business**" means the corporation, company, partnership, association, or other business which employs a User (or with which an Authorized User is otherwise associated) and which has arranged for the issue of the Payment Card to an Authorized User.

"**Business Day**" is every Monday through Friday, excluding Federal Reserve holidays.

"**Capital One Site**" means any website owned or operated by a member of the Capital One family of companies that contains information about available products and services and/or terms and conditions relating to any accounts, account information and/or transactions that you may view, perform, modify or otherwise access or use while using the Services. Capital One Sites include, without limitation, the Online Banking Site, <https://mobilebanking.capitalone.com>, capitalone.com, and banking.capitalone.com.

"**Computer**" means your computer, computer system, mobile device, or any other method used to access a Capital One Site and all related equipment and software.

"**Due Date**" is the date on which payment to a Biller is due as reflected on the billing statement that you receive from that Biller. It is not the late payment date or the date beginning a grace period or any date during any grace period.

"**Exception Payments**" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

"**External Transfers**" mean monetary transfers between your accounts held at Capital One and an external financial institution.

"**Funds Transfers**" mean all Internal Transfers and External Transfers.

"**Internal Transfers**" mean monetary transfers between your accounts held at Capital One.

"**Non-Bank Accounts**" means any account that you are the primary account holder for that is a Capital One credit card, auto loan, investment account or mortgage. These accounts will be automatically linked to your Online Banking profile. Capital One Investing accounts are not viewable within Online Banking at this time.

"**Online Banking**" refers to the online platform that allows you to perform the Services.

"**Online Bill Pay**" refers to the services we provide through our online bill payment service, as described in this Agreement.

"**Online Bill Payment Account**" is the Capital One deposit account from which payments are made through Online Bill Pay.

"Payment Account" or **"Eligible Transaction Account"** means any transaction account that is eligible for the service and that is designated by you for the following purposes: for making payments through the bill payment features of the Services, for automatic debiting of any service fees, and to which any payments and credits to you will be credited. For further information, please contact your Account Officer or Online Banking Customer Service at 1-877-383-4802.

"Payment Instruction" is the information you provide for a payment to be made to a Biller through the Online Bill Pay Service (information such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Personal Account" means any asset account established by a natural person primarily for personal, family, or household purposes.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment. If the Scheduled Payment Date falls on a non-Business Day, the Scheduled Payment Date will be considered to be the previous Business Day.

"Scheduled Payment" is a payment that has been scheduled through the Services but has not been processed.

"Service Provider" means companies (and their Affiliates) that we have engaged to render some or all of the Services to you on our behalf.

3. Description of Services

The **"Services"** means all information, materials, content, communications, features, products, services, methods of conducting transactions and transactions available, offered, made, obtained or otherwise provided or used (as applicable) on or through the Online Banking Site, including, but not limited to, the ability to (a) transfer funds between certain accounts; (b) make bill payments through our Online Bill Pay service and schedule other payments to certain of your accounts; (c) obtain account balance and certain other account information for various Capital One accounts that you may have (including, without limitation, checking, savings or other deposit accounts, loan accounts, credit card accounts and investment accounts); (d) obtain transaction information on certain of your accounts; (e) download certain account transactions to your Computer; (f) update your address; (g) view online statements and tax forms; (h) view online check images; (i) order statement copies; (j) order check copies; and/or (k) re-order checks for checking account(s) established at a banking office of Capital One. These features are limited to the extent, and subject to the terms, noted herein and in any Additional Agreements that apply to you. The Services shall also be deemed to include any portion of the Online Banking Site and any software used to operate the Services. Subject to all terms hereof, you may use the Services seven days a week, twenty-four hours a day, except for any scheduled or unscheduled interruptions in the Services for maintenance, security or any other reasons, as further described below.

Certain features, information, types of transactions or other services available while using the Services are only available for certain Capital One accounts and may not be available when accessing the Services via mobile device or for all of your Capital One accounts. For certain of your accounts, you may be able to hyperlink from the Online Banking Site to another Capital One Site relating to such

accounts, where you may be able to access features, information, transactions or other services pertaining to those accounts that you cannot access directly on the Online Banking Site (and that thus are not deemed a part of the Services).

4. Security, Confidentiality of Access Information

Use of the Services requires a computer or approved mobile device and Internet access connected through an Internet or mobile service provider and with a Web browser (for example, Firefox, Chrome, or Microsoft Internet Explorer).

To protect the confidentiality and security of your financial information, you must connect to the Online Banking Site using an Internet browser that supports TLS 1.2 or higher. Use of the Services with lower than TLS 1.2 is strictly prohibited. To the extent you are able to access the Services using lower than TLS 1.2, we specifically disclaim any and all responsibility for losses resulting from your use of such lower encryption. We may change these requirements from time to time.

You agree to keep your Customer Number, user name, password, and any other security or access information (collectively, "**Access Information**") confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Services. We recommend that you memorize your Access Information and do not write it down. You agree not to give or make available your Access Information to any unauthorized individual.

If you believe the security of your password or any other Access Information has been compromised in any way (for example, your password has been lost or stolen, someone has attempted to use the Services under your Customer Number without your consent, your accounts have been accessed, or someone has transferred money from your account(s) without your permission), you must notify us immediately. (See YOUR RESPONSIBILITIES AND LIABILITIES below.)

We reserve the right to deny your access to any one or more account(s) or to the Services or any part thereof, or to deny the processing of transactions, to maintain or restore security or performance to the Online Banking Site or any other Capital One Sites and systems. We may do so if we reasonably believe your Access Information has been or may be obtained or is being used or may be used by an unauthorized person(s). We may try to notify you in advance, but cannot guarantee we will do so.

5. Enrollment in Services; Accounts Which Can Be Accessed

A. When Using the Services to Access Your Bank Account

To enroll in Online Banking, you will need your Social Security or Tax Identification Number or account number, unless otherwise expressly agreed by Capital One (provided Capital One shall have no obligation to so agree). If you do not have such a number and are interested in enrolling in the Services, you must contact Online Banking Customer Service at 1-877-383-4802.

You must also have opened at least one of the following accounts under your Customer Number: a checking, savings, money market, CD, IRA or other deposit account, or an installment loan, line of credit or other loan account, offered by Capital One, N.A.; a checking, savings, money market, CD, or other deposit account offered by Capital One Bank (USA), N.A (such accounts may be referred to as

"eligible accounts"). The use of Online Bill Pay requires at least one eligible checking account with Capital One, N.A. or Capital One Bank (USA), N.A.

If you have more than one eligible Capital One account, we will automatically "link" your eligible accounts together for purposes of the Services, and all such accounts will appear in your online banking profile on the Online Banking Site. Any accounts for which you are an Authorized Person (including, without limitation, joint accounts for which you are one of multiple Authorized Persons) will appear in your online banking profile.

Summary Information for Linked Non-Bank Accounts

Your online banking profile will automatically link and display only summary information about your credit card, auto loan, mortgage and investment accounts. To get any other information or conduct any activity on these account types, you must access the specific account servicing area for that account.

Linked Bank Accounts

All "linked" Bank Accounts (whether linked automatically or separately by you) will appear in your online banking profile on the Online Banking Site, and you will be able to view at least certain summary information for all such accounts. As set forth above, certain features, information, types of transactions or other services available while using the Services may not be available for all of your linked accounts. If you have a linked joint account or other account that requires two or more signatures to make withdrawals, transfers or transactions, you will not be able to perform certain transactions on such account using the Services. Any non-linked account will not be accessible through the Services.

If you share your log in credentials with a third party, even a third party with whom you share an account, they will have access to view all of your linked accounts, even individual accounts that are not shared with you. As long as you maintain your unique log in credentials, you will have access to view all of your individual accounts and shared accounts and people with whom you share accounts will only be able to view accounts that are shared with you, not your individual accounts.

B. When Using the Services to Access Your Credit Card Account

Conditions for Enrollment

To enroll in and use Online Banking, you will need your Social Security or Tax Identification Number. If you do not have such a number and are interested in enrolling in Online Banking, you must notify us as specified on our [Contact Us](#)

You also must be the primary accountholder on at least one open account that is not restricted for fraud or national security reasons (such accounts may be referred to as "eligible accounts"). If you have requested that your account be closed but you still have a balance, or your account is in collections, under suspicion of fraud, or has any other reason for restricted status, you may still have access to Online Banking, but you may not be able to perform certain functions on your account such as request a balance transfer.

By enrolling to use Online Banking, you certify that you (a) are 18 or older; (b) are a United States resident; (c) are legally capable of entering into contracts; and (d) have and will only register Payment

Account(s) in your name or the name of a business on which you are an account holder or Authorized User. You agree that some or all of the registration information you provide may be subject to verification by Capital One at any time.

If enrolling to use Online Banking for a Business, you also represent and warrant that (a) you have authority to enter into this Agreement on behalf of the Business and yourself; (b) you have authority to provide all required or requested authorizations to us on behalf of both yourself and the Business; and (c) you will use the Payment Account(s) consistent with your obligations to and agreements with Business.

Linking Your Capital One Credit Card Account(s) and Certain Other Accounts

Once enrolled, you will need to choose the accounts you would like to have Online Banking access to from the list of eligible accounts we provide. Closed or charged-off accounts may not be eligible. Accounts currently under suspicion of fraud are also not eligible until the fraud alert is removed or otherwise resolved.

Capital One credit cards currently accessed under different user names may not be linked. You can consolidate any accounts currently serviced under a different user name to a single user name. If you choose to do so, pending payments and the payment account you have set up will be moved to the new user name; however, secured message inboxes from the old user name(s) will not move.

Non-linked account(s) will not be accessible through Online Banking. Accounts which are in restricted status for reasons such as fraud, national security, or collections may not be able to be accessed through Online Banking for some or all activities such as viewing account information, or conducting payments or other transactions.

To get any information or conduct any activity on any other accounts you may have with Capital One such as deposits, or loans with Capital One, N.A., you must access the online servicing site(s) for those products and services, accessible through capitalone.com.

6. Authority You Grant Capital One and Its Service Providers

We are offering you Online Banking through one or more Service Providers that we have engaged to render some or all of the Services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party for the regulatory responsibility that extends with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

By enrolling in Online Banking, you authorize Capital One and its Service Providers to process transactions and instructions and to post transactions to your account(s) as directed. You further authorize Capital One to make automatic recurring payments in such manner as you direct.

Capital One's receipt of your bill payment instructions authorizes us, or our Service Providers, to debit or charge (or if the Payment Account is with another financial institution, request that such institution debit) your Payment Account, and to remit (or request that such financial institution remit) funds on your behalf.

7. Electronic Communications

You agree that all electronic communications that we receive on the Online Banking Site or otherwise in connection with the Services, such as those directing us to take an action with respect to your account, that match Access Information or other identity information you have provided when enrolling in or using the Services will be deemed valid, authentic, and binding obligations. These communications will be given the same legal effect as your written and signed paper communications and shall be considered a "writing" or "in writing." They also shall be deemed for to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

You agree that electronic copies of communications are valid and you will not contest the validity or enforceability of such communications or any related transactions, absent proof of altered data or tampering, under the provisions of any applicable law relating to whether certain agreements are required to be in writing or signed by the party to be bound thereby, and such copies shall be admissible as evidence in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in paper form.

You agree (to the maximum extent permitted by law) to hold harmless Capital One and protect and indemnify Capital One from and against any and all claims, losses, liability, damages and/or demands (including, without limitation, reasonable attorneys' fees and court costs) of any kind, direct or indirect, arising out of or in any way connected with any Services rendered by Capital One pursuant to or in accordance with any and all electronic communications for which we have attempted to verify your identity as set forth above.

Email

You agree to receive all transactional email communications from Capital One that are primarily related to your use of the Services or to your account(s), including automatic security alerts (discussed below). You consent to any inadvertent disclosures that may occur as a result of Capital One sending account communications to the email address you provide.

Because email is not a secure method of communication over the Internet, we recommend you do NOT use email to send confidential or personal information or initiate transactions on your account(s). We also recommend that you do not send confidential or personal information to us in text messages. We will not respond to or act upon text messages received from you, unless in connection with a specific program or instructions provided to you. We recommend that for account transactions or confidential questions you use the appropriate functions available through Online Banking or notify us as specified on our [Contact Us](#) page.

Security Alerts and Optional Communications (including Text Messages)

Online Banking offers both security alerts and optional alerts and communications about your account and account transactions. Security alerts are provided to you for fraud protection and when certain important changes to your account occur, such as the addition of a new biller, password and user name updates, or changes in your physical or primary email address. These alerts are sent automatically by email to your primary email address and by text message to your mobile device number, if you have provided one. You may provide additional contact points for security alerts using the "Messages & Alerts" menu on the Online Banking Site.

You expressly agree to receive security alerts from us by prerecorded voice message and/or text message, including with the use of an automatic dialer (autodialer), at any mobile device number you provide to us. You may discontinue security alerts sent by text message as indicated below, but you will continue to receive security alerts by email.

In addition to security alerts, you have the option of receiving additional alerts or communications regarding other Online Banking and account activity, delivered by email, text message or voice (together, "Optional Communications"). You may be asked to select from contact options when you sign up for the Optional Communications. By signing up to receive any Optional Communications, you consent to delivery of such messages in the format selected (such as text message or prerecorded voice) to the contact points you identify. If you provide us with a mobile device number for Optional Communications, you expressly agree to receive prerecorded messages and/or text messages at that number from us, including with the use of an autodialer.

Both security alerts and Optional Communications are subject to the following:

You are responsible for notifying us of any changes to your email, mobile device, and telephone contacts to which communications are sent. Please sign in to Online Banking to modify or cancel your Optional Communications. For help with text messages, you may text "HELP" to U.S. and Canada short code 227898. If you text "STOP" to short code 227898 from your mobile device, the command will revoke your consent to receive security alerts, Optional Communications, and other Online Banking-related text messages at that mobile device from such short code (although we may send a confirmation of your opt-out), but will not revoke any other consent you may have provided us.

Your full account number will not be included in these types of communication from us. However, communications may contain our name and information about your accounts. Depending upon the communication, information pertaining to account balances, checks written, insufficient funds, transactions or payment due dates may be included. Anyone with access to your email, mobile device(s), or telephone or telephone answering machine(s) or service(s) may be able to access the contents of the communication. It is your responsibility to secure these devices, protect your user name(s) and password(s), and provide timely information about contact changes in order to protect the confidentiality of this information. You consent to any disclosures by Capital One that may occur if you do not take appropriate steps to prevent access to your information by unauthorized persons.

We endeavor to provide communications in a timely manner with accurate information. However, we do not guarantee the delivery or accuracy of the contents of any communication. Communications may not reflect pending transactions or payments, and deposits may not be available for immediate withdrawal. Additionally, communications may not be delivered immediately. If you require additional

details about a transaction, you may sign in to Online Banking or contact us as specified on our [Contact Us](#) page.

You agree that neither we nor our Service Providers will be liable for any delays, failure to deliver, or misdirected delivery of any communication; for any errors in the content of a communication; or for any actions taken or not taken by you or any third party in reliance on a communication.

In order to receive security alerts or Optional Communications via text message, your mobile device must be subscribed to a wireless service on a participating mobile carrier, and you must be able to receive text messages using your mobile device and your carrier's service. A list of mobile carriers that can receive text messages from Capital One [can be found here](#).

Text Messages, Calls and/or Emails to You

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

8. Funds Transfers for Bank Accounts

This section applies only in connection with your use of the Services to access your Bank Account.

General

Your ability to transfer funds from certain accounts is limited by federal law. You should refer to the deposit account agreement which governs your deposit account, a copy of which is available by calling Online Banking Customer Service at 1-877-442-3764 for these legal restrictions and the service charges and penalties for excessive withdrawals or transfers. Transfers made using the Services are included in calculating the permissible number of transfers from certain accounts described in your deposit account agreement.

We reserve the right to impose a frequency or dollar limit on transfers, or to refuse to make any transfer, between certain accounts. We are obligated to notify you promptly if we decide to refuse to complete your transfer instruction; provided, however, that notification is not required if you attempt to make transfers that are prohibited under this Agreement, any Additional Agreement, other Capital One agreements affecting the terms of your account(s), or federal or state laws.

Except as provided in this Agreement, all Internal Transfer instructions received before 11:59 p.m. Eastern Time will be posted to your account the same Business Day. All Internal Transfer instructions received on or after 11:59 p.m. Eastern Time will be posted the next Business Day.

Transfers to or from Capital One 360 accounts are not considered Internal Transfers.

External Funds Transfers

The External Funds Transfer service allows you to transfer funds between your linked personal deposit accounts at Capital One and certain deposit or investment accounts (checking, savings, or money market accounts) at other financial institutions. An **"Inbound Transfer"** moves funds into an account at Capital One from an account outside Capital One. An **"Outbound Transfer"** moves funds from an account at Capital One to an account outside Capital One. You will need to register each of your non-Capital One accounts that you wish to use for these transfers. You agree that you will only attempt to register accounts for which you have the authority to transfer funds. Capital One will post Inbound Transfers to your account on the "Deliver By" date. For Outbound Transfers, your funds will be debited on the Business Day following the "Send On" date and arrive at your external financial institution on the "Deliver By" date. Consult your external financial institution for details on when funds will post to your account.

For transfers into a Capital One Bank retail account, the funds may not be available until the third Business Day after the "Deliver By" date. For transfers into Capital One Direct Banking accounts, the funds will become available in accordance with the terms of your Account Agreement.

Cut-off Time:

- Standard Transfers: 7:00 p.m. ET
- Next Day Transfers: 7:00 p.m. ET

Any transfer made after the cut-off time will be initiated the next Business Day.

Modifying or Cancelling Transfers: Pending transfer instructions can be cancelled or modified until the status changes to "In Process." Instructions cannot be cancelled or modified after cut-off time for the transfer date.

Transfer Fees: There is no fee to initiate Inbound Transfers or Outbound Transfers. We may change our fee schedule at any time. If we make a change, you will be notified in writing as required by applicable law. Cancellation of the services for which fees are charged does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of such service.

Transfer Limits: Transfer limits are defined at enrollment to the Service. These daily and monthly dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a Business Day counts toward the applicable limit for the next Business Day. A transfer remains "In Process" until fully processed and it will appear as "In Process" on your Transfer Activity page within Online Banking. Standard transfers typically remain "In Process" until the close of the third Business Day after the transfer is initiated. We may change your transfer limits at any time. Any decrease will be subject to notice, if required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event.

Disqualifying Events:

- Any of your accounts with Capital One are not current or are not in good standing.
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Capital One account during the current or three prior calendar months.

- You have had any prior transfer to or from a non-Capital One account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

Status Email: Capital One will periodically send messages to your primary email address during the external funds transfer process. These messages will provide information pertaining to the trial deposit process, confirm account linkages, and contain status updates for transfers in progress. Primary email address is defined in Online Banking and you are responsible for updating the address should it change. Email messages regarding the funds transfer process do not contain any non-public personal information and cannot be suppressed.

Choice of Law

We may accept, on your behalf, payments to your account that are not subject to the Electronic Funds Transfer Act ("EFTA") and Regulation E. Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Office of the Comptroller of the Currency Regulation J, Subpart B-Funds Transfers through Fedwire, and the applicable Office of the Comptroller of the Currency Operating Circular. Electronic transfers sent or received via automated clearing house are subject to the rules of the National Automated Clearing House Association ("NACHA") and Regulation E. Where none of the above stated rules apply, the transactions contemplated by this Agreement shall be governed by the applicable provisions of this Agreement.

Our Liability for Failure to Complete Transfers

If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable: (a) if, through no fault of ours, you do not have enough money in your Account to make the transfer; (b) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or (c) for any other reason stated elsewhere in this Agreement. If we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current annual percentage rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys' fees.

Payments

A. When Using the Services to Access Your Bank Account

Online payments include (a) payments made through the Services for which the Payment Account is a Capital One account ("**Outgoing Payments**"), including, without limitation, any payment that you schedule through our Online Bill Pay service, (b) payments to certain Capital One accounts ("**Incoming Payments**"), and (c) payments made in the form of Funds Transfers to eligible loan or line of credit accounts (which are covered by the "Funds Transfers" section above and any other provisions governing Funds Transfers in this Agreement).

Online Bill Pay payments and any other bill payments permitted by the Services will be debited from your designated Payment Account. Capital One's receipt of your bill payment instructions authorizes

us to debit (or if the Payment Account is with another financial institution, request that such institution debit) your Payment Account, and to remit (or request that such financial institution remit) funds on your behalf. We will perform the Service in such a manner as to allow funds to arrive at the designated Biller's location as near as reasonably possible to the Scheduled Deliver By date designated by you. You also authorize us to credit your Online Bill Payment Account for payments returned to us by the United States Postal Service or any Biller, or for payments remitted to you on behalf of another Authorized Person of the Service.

With respect to Outgoing Payments, if at the time funds are to be removed from your Payment Account, there are insufficient funds, and we pay the bill, you understand and agree that you are responsible for reimbursing Capital One for the amount of the bill, along with any additional fees or penalties. The dollar amount of these fees or penalties is published in the Capital One Fee Schedule, available at any Capital One banking office, via an email request or by calling Online Banking Customer Service at 1-877-442-3764. You further understand that any and all payments by Capital One in these circumstances are purely at our discretion and that the payment by Capital One of any bills under these circumstances in no way obligates us to pay the same or similar bills in the future.

You should keep your Payment Accounts open and active. Should your bill pay eligible checking accounts close, your Online Bill Pay services will end and any unprocessed Outgoing Payment transactions will be cancelled. Cancellation of your Online Bill Payment transactions may take up to five (5) Business Days from the processing date of a payment scheduled from your closed checking account. If you close your Payment Account, any Incoming Payments will not be processed. Outgoing Payments scheduled through Online Bill Payment from the closed Payment Account may be processed, depending on proximity to the Scheduled Due date.

With respect to Incoming Payments for which your Payment Account is not a Capital One account, additional terms and conditions established by the financial institution with which you have such Payment Account may apply to such Incoming Payments.

With respect to all Outgoing Payments and Incoming Payments that you may schedule through the Services: You understand and agree that it is your responsibility, in accordance with all terms hereof, to authorize bill payments in such a manner that the bills will be paid on time and that the Biller will receive your payment no later than the Due Date on the statement provided to you by the Biller. You understand and agree that we reserve the right to impose a frequency or dollar limit on payment requests or to refuse to make any payment you have requested. You understand we will notify you promptly if we decide to refuse to complete any payment instruction; provided, however, that notification is not required if you attempt to make payments that are prohibited under the "Prohibited Payments" section of this Agreement.

B. When Using the Services to Access Your Credit Card Account

Payments to certain Capital One credit card account(s) from any checking, savings or other deposit account(s) you designate for payment may be made via the Pay Capital One feature of Online Banking. Pay Capital One payments through Online Banking will be debited from your designated Payment Account, which may or may not be a Capital One account.

When you designate a Payment Account, you warrant that you are an authorized signer on the Payment Account. Pay Capital One payments through Online Banking will be debited from your designated Payment Account. Capital One's receipt of your bill payment instructions authorizes us to debit (or if the Payment Account is with another financial institution, request that such institution debit) your Payment Account, and to remit (or request that such financial institution remit) funds on your behalf.

Make Instructions and Changes with Time to Spare

You understand and agree that to be processed in accordance with your instructions, payments instructions and any changes to these instructions through Online Banking must comply with the payment rules disclosed when you make a payment. These payment rules are considered part of this Agreement.

If You Close Your Payment Account or Capital One Credit Card

If you close your Payment Account with Capital One or any other institution, any payments scheduled to be deducted from that Payment Account will not be processed. If you do not make alternative arrangements, you will be solely responsible for any fees incurred for late or non-payment as a result. If you close any Capital One credit cards for which you have set up payments, please cancel your payments with the institution holding the Payment Account.

10. Online Bill Payment for Bank Accounts

This section applies only in connection with your use of the Services to access your Bank Account.

General Authorization

You authorize us to process the transactions permitted under this Agreement for you as requested by you from time to time, and you authorize us to post transactions to your account(s) as directed. You may request a payment be delivered one time, or on an automatic recurring basis in such manner as you direct. We reserve the right to refuse payment to any Biller to which you may direct a payment. We will notify you promptly if we decide to refuse to pay a Biller designated by you. The notification is not required, however, if you attempt to make a payment under the section(s) titled "Prohibited Payments" of this Agreement. You authorize us to debit your account(s) for any and all fees for the additional services (as described below) you have chosen to utilize.

Withdrawal of Funds for Bill Payment and Payment of Fees

You have the option of selecting from which one of your deposit accounts the Service will withdraw funds for bill payments. We may assess fees, for which you shall be liable, in the event we provide to you, upon your request, any one or more of the following additional services, or other additional services for which fees are charged:

- Provision of copies of checks which have cleared your account and have been paid
- Stop payment orders for bill payments processed but not yet paid from your Online Bill Payment Account
- Manually issuing a check upon your special request

Cancellation of the services for which fees are charged does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of such service. You understand the

dollar amount of these fees is published in the Capital One Fee Schedule available at any Capital One banking office, via an email request, or by calling Customer Service at 1-877-442-3764.

Payment Authorization and Payment Remittance

By providing us with names and account information of Billers to whom you wish to direct payments, you authorize us to follow your payment instructions. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with instructions we receive from your Billers.

Our receipt of your bill Payment Instructions authorizes us to debit your Eligible Transaction Account and to remit funds on your behalf to the designated Biller to allow the funds to arrive at the designated Biller's location as near as reasonably possible to the Scheduled Payment Date designated by you. You also authorize us to credit your Eligible Transaction Account for payments returned to us by the United States Postal Service or any Biller, or for payments remitted to you on behalf of another Authorized Person of the Service.

We will attempt to properly and timely make all your payments. However, you agree that we shall incur no liability, and any Service Guarantee shall be void, if we are unable to complete any payments initiated by you because of the existence of any one or more of the circumstances set forth in the section titled "Our Responsibility for Payment and Funds Transfers" of this Agreement.

Please see the section of this Agreement titled "IN CASE OF ERRORS OR QUESTIONS ABOUT FUNDS TRANSFERS OR BILL PAYMENTS MADE" for information regarding questions or errors about funds transfers or bill payments made through the Services.

If a payment posts after its Scheduled Deliver By date because the Biller(s) failed to credit your payment promptly after receipt, but you scheduled the payment in accordance with this Agreement and none of the other exceptions set forth in the section titled "Our Responsibility for Payment and Funds Transfers" of this Agreement, we will assist you and your Biller(s) in attempting to resolve any delayed payment issues.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, We will be responsible for returning the improperly transferred funds to your Eligible Transaction Account, in accordance with the electronic funds transfer disclosures provided to you at account opening, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

Payment Scheduling

When you are setting up your Payment Instructions, the Service will indicate the earliest possible Scheduled Payment Date for each Biller. You will not be able to select a Scheduled Payment Date prior to this earliest possible date. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a

Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, and the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date. To help avoid an overdraft or returned check fee, you should make sure that there are sufficient available funds in your account to cover your payment a few days before the Scheduled Payment Date, and keep those funds available until the payment is deducted.

Electronic Bills (eBills)

Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When you elect to receive electronic bills from a Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
2. Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
3. Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
4. Information held by the Biller. We are unable to update or change personal information held by the Biller (such as name, address, phone numbers and email addresses). If you need to make any changes, you must contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested

by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.

5. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
6. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
7. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log in to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
8. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
9. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
10. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

Payment Methods

There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Online Banking site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and, in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you.

These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your own account.

Online Bill Payment Service Guarantee

Due to circumstances beyond our control including, but not limited to, delays in handling and posting payments by Billers or other financial institutions, you understand that some transactions may take longer than normal to be credited to your account with a Biller. You understand we will bear responsibility for any late payment related charges, which have not been waived by the Biller, up to \$50.00 should a payment post after its Due Date, provided: you scheduled an Online Bill Payment with a Scheduled Deliver By date in accordance with the section under this Agreement titled "Payment Scheduling"; none of the exceptions set forth in the section titled "Our Responsibility for Payment and Funds Transfers" of this Agreement exist; the payment is not an Exception Payment; and you otherwise comply with this Agreement.

Payment Cancellation

You may cancel or edit any Scheduled Payment (including recurring payments) and will not incur a charge for canceling or editing a Scheduled Payment prior to being processed by us. You understand and agree that once we have begun processing a payment it cannot be cancelled or edited. In such circumstances, you must submit a "stop-payment" request to us.

Stop Payment Requests

You understand our ability to process a stop-payment request will depend on the payment method and whether or not a payment has cleared your Online Bill Payment Account. You understand we may not have a reasonable opportunity within which to act on any stop-payment request after we have already processed a payment. If you desire to stop any payment that has already been processed but has not yet cleared your Online Bill Payment Account, you must contact Capital One Customer Service by calling Customer Service at 1-877-442-3764. You understand and agree that we will have no liability for failing to accommodate a stop-payment request. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop-payment request will be the current charge for such service as stated in our Fee Schedule.

Prohibited Payments

We cannot schedule Bill Payments to Billers located outside the United States or any of its territories, any single payment greater than \$99,999.99, or payments otherwise prohibited by law.

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms below; and

d. Payments related to: (1) tobacco products; (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and

g. Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours.

Acceptable Use

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d)

include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors.

Exception Payments

Exception Payments may be scheduled through the Service, but Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service Provider be liable for any claims or damages resulting from your scheduling of Exception Payments. In no event shall we be liable for any claims or damages resulting from your requesting and scheduling these types of payments. The Online Bill Payment Service Guarantee, as it applies to any late payment related charges, is void when these types of payments are scheduled and/or processed through the use of the Service. We have no obligation to research or resolve any claim resulting from your scheduling one of these types of payments. All research and resolution for any misapplied, misposted or misdirected payments will be your sole responsibility.

Information Authorization

You understand that you are not completely enrolled in the Service until the Servicer verifies your identity and obtains other necessary information. By enrolling in the Service, you agree that the Servicer may request a review of your credit file and/or credit report, through the use of a consumer reporting agency. You shall not incur a cost for this credit review. In order to resolve payment-posting issues, you authorize the Servicer to gather any and all reasonably necessary financial information from your Biller(s) or financial institution(s) regarding your payment(s).

Biller Limitation

We reserve the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, we will notify you promptly if it decides to refuse to pay a Biller designated by you as set forth in Prohibited Payments section or Exceptions Payments section of this Agreement.

Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

Failed or Returned Payment Instructions

In using the Service, you are requesting us to attempt to make payments for you from your Eligible Transaction Account. If we are unable to complete the Payment Instruction for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, we will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if we have delivered the payment but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing;
- b. You may be assessed a fee by our Service Provider and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. You will reimburse us and our Service Provider for any fees or costs we incur in attempting to collect any amounts from you; and
- d. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

11. Electronic Communications Disclosure

Please read this Electronic Communications Disclosure ("eCommunications Disclosure") thoroughly—it contains important information about your legal rights.

Your Legal Rights

Certain laws require us to provide specific information ("Communications") to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this eCommunications Disclosure and obtain your consent to receive it electronically. Your consent will also apply to any other person named on your account, product or service, subject to applicable law. Since Online Banking and other Capital One websites include some of this information, you may consent to this eCommunications Disclosure as part of these services.

At times, we may still present you with paper disclosures or other documents that contain important information about your account, and you should continue to review any correspondence that we mail to you, but as a basic proposition we need to know that you are willing to receive disclosures and other information electronically that otherwise must be provided on paper and that you have the hardware and software needed for access to this information. Any communications that Capital One determines, in its sole discretion, that you should receive in paper rather than electronic form will be

mailed to the primary address we show for you in our records or otherwise delivered as required by law or any Additional Agreement.

By consenting to this eCommunications Disclosure, you agree that you have or have access to equipment that meets the hardware and software requirements described below to enable you to sign in and use Online Banking and to access and retain your statements, documents, and disclosures electronically. If, in the future, you no longer have or have access to equipment that meets our hardware and software requirements, please contact us at 1-877-383-4802 to unenroll from receiving electronic communications. We reserve the right to cancel your participation in this program at any time.

Setting Your Preferences

For certain accounts, we have created options that allow you to choose to receive electronically the types of communications that work best for your particular needs. There are two categories of communications that you may be able to receive by electronic means—periodic statements ("Statements") and other disclosures and notices that we may provide as part of your online banking experience at Capital One as described in more detail below ("Other Communications").

Depending on your account, you may be able to set your preferences to receive either or both of these types of Communications electronically. Sign in to Online Banking to see which Communications you may be able to receive electronically. If you decide to receive some Communications in paper and some electronically, the Communications that you receive electronically will be governed by this eCommunications Disclosure.

If your Account is closed, you may lose access to the Services, including the ability to access any Communications we have provided in electronic form. Accordingly, if your Account is closed, we may send Communications to you in paper form via U.S. mail, even if you previously elected to receive such materials electronically.

Paperless Statements

You may elect to receive your Statements electronically rather than in paper. Such electronic Statements may contain other related electronic disclosures such as your annual privacy notice and notices of changes in terms regarding products and services, which are otherwise required to be provided in paper form by either the Electronic Fund Transfer Act or the Truth in Lending Act, depending on the product that you have. Your online Statements will be available to review at intervals in accordance with your existing statement cycle date. While enrolled, your online Statement will be available for 18 months or more.

Other Communications

If you elect to receive Other Communications electronically rather than in paper form, the Other Communications may be made available through Online Banking or other Capital One websites. These Other Communications may include agreements, disclosures, notices, and other information and communications regarding your accounts, services and products, the use of any the Services, any other Capital One Web services, your relationship with us, and/or other programs, products or services that are or may be in the future made available to you. Other Communications may also include, but are not limited to:

- This eCommunications Disclosure and any updates
- This Agreement, other service or user agreements for online access to Capital One websites, all updates to these agreements and all disclosures, notices and other communications regarding Online Banking and transactions you make within Online Banking or through other Capital One websites
- Disclosures, agreements, notices, and other information related to the opening or initiation of an account, product, or service including, but not limited to, account agreements, fee schedules, or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations
- Important disclosures and notices relating to the maintenance or operation of an account, product, or service including, but not limited to account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act, or other applicable federal or state laws and regulations
- Any notice or disclosure regarding an account, product, or service fee, including, but not limited to, late fees, and overlimit fees
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us that may be required by the Truth in Savings Act, Electronic Fund Transfer
- Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations
- Our Privacy Notice and other privacy statements or notices (by posting such notices on our website)
- Certain tax statements or notices that we are legally required to provide to you, such as 1099 forms
- Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other agreements

Hardware and Software Requirements

To access and retain the information subject to this consent, you must have or have access to equipment that meets the hardware and software requirements:

- Either the Windows operating system or Macintosh OS X.
- Internet access and an Internet browser that supports HTML 4.0, TLS 1.2 encryption, Cookies and JavaScript.
- For Windows users we suggest using the latest version of one of the following free web browsers:
 - Microsoft Internet Explorer
 - Mozilla Firefox
 - Google Chrome
- For Macintosh users we suggest using the latest version of one of the following web browsers:

- Apple Safari
- Mozilla Firefox
- Google Chrome

Certain older web browsers may not be supported by Capital One. If you're using an outdated version, you may need to update it in order to access your account(s) online. If you're unsure whether your computer or web browser meets our suggested system requirements, please visit <https://www.capitalone.com/support-center/browser-support/> for more information.

Statements and certain Other Communications are available in PDF format only. You will need a program that accurately reads and displays PDF files (such as Adobe® Reader®). If you do not have Adobe® Reader® you can download it at no charge from the following link: <https://get.adobe.com/reader/> (Note that by clicking the link, you will be taken to a third-party site not managed by Capital One. As a result, different security or privacy practices may apply. We do not endorse, recommend or guarantee any products or services contained at the linked page.)

To print Statements or Other Communications you must have a printer connected to your computer. To download Statements or Other Communications, if available, you must have sufficient hard-drive space to store the relevant materials.

How to Withdraw Your Consent

You can withdraw your consent to receiving your statement electronically, with no cost to you, online or by phone. To do so, sign in to Online Banking and update your settings or call Customer Service at 1-877-383-4802. Your withdrawal of consent is effective only after you have communicated your withdrawal to Capital One by calling the appropriate customer service phone numbers and Capital One has had a reasonable period of time to act upon your withdrawal. Such withdrawal of consent will only apply to those communications that are required by law or regulation to be provided to you in paper form. We may continue to deliver to you in electronic format all other communications. Your consent shall remain in force until withdrawn in the manner provided in this section.

Consent Coverage; Certain Notices from You Are Not Covered.

You may be required, by contract or applicable law, to give us notice in writing. Your consent here does not relate to those notices, and you must still provide them to us on paper.

Additionally, this eCommunications Disclosure does not apply to the following:

- Any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement secured by your primary residence
- Any transactions subject to Uniform Commercial Code, other than sections 1-107 and 1-206 and Articles 2 and 2A
- Any other communications that Capital One determines, in its sole discretion, that you should receive in paper rather than electronic form, including offers of products and services

Obtaining Copies of Electronic Communications.

We recommend that you print or download a copy of this Agreement, this eCommunications Disclosure, and all other Communications to retain for your permanent records. If you are initiating

the Online Banking enrollment process at a banking center, the banking center associate can provide you with paper copies

You may print or make a copy of Other Communications by using the "Print" button (or otherwise using your printing functionality) or saving a copy. Do this when you first review the Other Communications, because after submission we do not necessarily keep them all in a place that you can access.

You may also call Customer Service at 1-877-383-4802 to request a paper copy of your Statement or Other Communications. Be sure to specify your account, service, or product identification number, as applicable, the specific Other Communication for which you are requesting a paper copy, and the address to which it should be mailed. We may charge fees for paper copies of the Statements or Other Communications.

Updating Your Contact Information

As a courtesy, when your Statement is available online, we will attempt to send an email notification to the address that we have on file. We also may send you an email notification when you have a new Other Communication available for review. Alternatively, we may communicate the Other Communication directly through email.

In the event that your email address or other contact information is changed, you must notify Capital One of such changes immediately through Online Banking. It is your responsibility to update any changes in your email address online, and we are not responsible if you do not receive a courtesy reminder. If you do not receive an email and believe you should have, please verify your email address in Online Banking.

If you fail to update or change an incorrect email address or other contact information, you understand and agree that any Other Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form in Online Banking, or at another Capital One website or emailed to the email address we have for you in our records.

12. Fees and Charges

For information about fees that may apply in connection with your Bank Account, please consult the Capital One Fee Schedule, available at any Capital One banking office, or by calling Online Banking Customer Service at 1-877-383-4802. In addition to such fees set forth in the Fee Schedule, you shall be subject to all fees, charges, penalties, balance requirements, and other restrictions explained in your account agreements or other Additional Agreements.

Fees are subject to change, and we may impose additional charges, penalties or fees in connection with your use of the Services at any time, subject to the terms here.

You agree to promptly pay all fees and charges for services provided through the Services, and you authorize us to automatically deduct all applicable charges and fees from your designated Capital One Payment Account(s) or any other eligible account.

You agree to be responsible for any telephone charges and/or Internet service fees you incur in accessing your account(s) through the Services.

13.Changes in Services; Interruptions in Service

We may, from time to time and at any time, revise, update, discontinue or otherwise modify, temporarily or permanently, the Services in whole or in part (including, without limitation, the Online Banking Site, this Agreement, the scope of the Services, and any materials related to the Services), or your access to them. We will attempt to provide prior notice of any such material changes (for example, by posting a notice of such changes on the Online Banking Site when you sign in, and/or sending a notice to you at the address shown on our records or sending you a secure message), but cannot guarantee that such notice will be provided.

Whenever reasonably practicable, we will attempt to post or send such notice at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions; provided, that we cannot guarantee that we will provide such notice by such time; and provided further, that we reserve the right to make any such changes effective immediately if necessary to maintain the security of the system or to comply with any laws or regulations. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change.

Changes to the Services may render prior versions of the Services obsolete. Without limiting the foregoing, we reserve the right to terminate this Agreement as to all prior versions of the Services and/or related materials and limit access to our more recent versions and updates.

You may choose to accept or decline changes by closing, continuing or discontinuing use of the Services to which these changes relate. Your use of the Services after we make any changes will constitute your agreement to such changes. We also reserve the option, in our sole business judgment, to waive, reduce or reverse charges or fees in individual situations.

The Service is generally available for your use 7 days a week, 24 hours a day. However, we may from time to time perform maintenance to the Services or experience hardware, software, or other problems related to the Services, resulting in interrupted service, delays or errors in the Services. We will attempt to provide prior notice of such interruptions, delays, or errors but cannot guarantee that such notice will be provided.

14.Our Responsibility for Payments and Funds Transfers

A. When Using the Services to Access Your Bank Account

By using any payment or funds transfer service available through the Services, you warrant that you are an authorized signer on the account from which the funds are being drawn to make the payment or transfer. We, or a third party acting as our agent, will use reasonable efforts to timely and properly complete funds transfers and bill payments from your designated checking, savings or other deposit account(s) or from your line of credit account(s) (as applicable) according to your properly entered and transmitted instructions. However, neither a Service Provider nor we will be liable in any way for

any failure or delay in completing any such transaction (whether an Outgoing Payment, Incoming Payment or funds transfer, as applicable):

- If, through no fault of our own or of our agent, you do not have adequate money in a designated checking, savings, or other deposit account to complete a transaction from that account, if that account has been closed, or if the transaction would exceed the credit limit on any applicable overdraft line of credit
- If our payment processing center is not working properly and you know or have been advised by us about the malfunction before you execute your bill payment instructions
- If you have not properly followed instructions on how to make a funds transfer
- If you do not provide Capital One with complete, correct and current Payment Account or Biller information, or if you otherwise do not give complete, correct and current instructions so that a funds transfer or bill payment can be made
- If you do not authorize a bill payment or transfer soon enough for your payment to be made and properly credited by the Biller by the Due Date
- If a timely bill payment is made but the Biller nevertheless does not credit your payment promptly after receipt
- If withdrawals from any accounts have been prohibited by a court order such as a garnishment or other legal process
- If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed
- If your Computer was not working properly such that it interfered with your attempt to authorize a funds transfer or bill payment
- If circumstances beyond our or our agent's control prevent making a funds transfer or bill payment. Such circumstances include but are not limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by Billers, fires, floods, and other natural disasters, terrorist acts or war
- In any other set of circumstances as set forth in your Additional Agreements

B. When Using the Services to Access Your Credit Card Account

By using any payment service available through the Services, you warrant that you are an authorized signer on the account from which the funds are being drawn to make the payment. We, or a third party acting as our agent, will use reasonable efforts to complete payments from your Payment Account(s) according to your instructions. However, neither our Service Providers nor we will be liable in any way (including, but not limited to, payment processing errors or fees):

- If, through no fault of our own or of our agent, you do not have enough available funds or credit in your account to complete a transaction, or if your Payment Account has been closed
- If Online Banking is not working properly and you knew or were told about the malfunction before you started the transaction
- If you have not properly followed instructions on how to make a payment
- If you do not provide Capital One with complete, correct, and current Payment Account information, contact information, or if you otherwise do not give complete, correct, and current instructions
- If you do not authorize a bill payment in time for your payment to be made and credited by the due date

- If withdrawals from your account have been prohibited by a court order such as a garnishment or other legal process
- If we or our agent reasonably believe that a transaction may be unauthorized
- If your computer, computer system, or any related equipment and software was not working properly
- If circumstances beyond our or our agent's control prevent making a bill payment including, but not limited to, computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by payees, fires, floods, and other natural disasters, terrorist acts, or war
- In any other set of circumstances as set forth in any Additional Agreements

15. Disclosure of Account Information to Third Parties

You authorize us to disclose to third parties, affiliates, and agents, such as independent auditors, consultants or attorneys, information you have provided or that we, or our affiliates, have obtained about your accounts and the transfers you make on Online Banking for the following reasons:

- To comply with laws, government agency rules or orders, subpoenas, or other legal process or to give information to any government agency or official having legal authority to request such information
- To verify your account's existence and condition for a third party, such as a credit bureau or merchant
- When necessary to complete any type of transfers and any type of bill payments
- To provide services relating to your account or to offer other products and services
- If you give your permission

For additional information on how we may share your information, please visit:

<https://www.capitalone.com/identity-protection/privacy>

16. Statement of Record

If you receive paper and electronic statements, any account information provided by the Services is not the statement of record. The periodic statement that is mailed to you will be the statement of record. If you have chosen to stop receiving paper statements, the periodic statement provided to you electronically will be the statement of record. In any case, you are responsible for reviewing any statement and other account communications sent to you by postal mail. Any mailed statement and other account communications will continue to contain important information about your account(s), regardless of whether you access your account(s) through the Services or whether you have chosen to receive your statement electronically.

17 Your Responsibilities and Liabilities

A. When Using the Services to Access Your Bank Account

It is your sole responsibility to ensure that the contact information in your online banking user profile is current and accurate. This contact information includes, but is not limited to, name, address, phone numbers, email addresses, and account numbers.

Changes can be made either by calling Online Banking Customer Service at 1-877-383-4802 or via US mail. We are not responsible for any payment processing errors or fees incurred by you if you do not

provide accurate account or contact information.

If you close any Payment Account, you must notify us and identify a new Payment Account for the selected Services. Additionally, if you close all your accounts with us, you agree to notify us to cancel your Services.

Unauthorized Transactions

You will be sent periodic statements for your account(s) with the regularity provided for in your account agreement(s). Your role is extremely important in the prevention of any wrongful use of your account(s). You must carefully examine your statement upon receipt.

Tell us AT ONCE if you believe that an unauthorized transaction has been or may be made from your account(s); if you believe another person has improperly obtained your online password(s) or has transferred or may transfer money from your account(s) without authorization; or you suspect fraudulent activity on your account(s).

You can call Customer Service at 1-877-383-4802 between the hours of 8:00 a.m. and 11:00 p.m. ET every day, or write to us at Capital One, N.A., 7933 Preston Rd., Plano, TX 75024, or log into your account at capitalone.com and click on the transaction.

Telephoning us right away will help you reduce possible losses. Without timely notification, you could lose all the money in your designated checking, savings or other deposit accounts plus the maximum amount of credit available from your revolving line of credit account if it is used as overdraft protection.

To the extent a transaction is an electronic fund transfer from a Personal Account, the following rules apply: You can lose no more than \$50 in connection with an unauthorized transfer resulting from the loss or theft of your Access Information if you notify us within two Business Days of learning of the loss or theft of your Access Information. However, you can lose as much as \$500 in connection with an unauthorized transfer resulting from the loss or theft of your Access Information if you do not notify us within two Business Days of learning of the loss or theft of your Access Information and we can prove that we could have stopped the unauthorized transfer had we been notified. If you do not report unauthorized transactions that appear on any of your periodic statements within 60 days after such statements are mailed or electronically transmitted to you, you risk unlimited losses on transactions made after the 60 day period if we can prove that we could have prevented the unauthorized use had we been notified within this 60 day period. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section may be extended.

You agree to assist us in our efforts to recover any funds that were transferred or paid without your permission.

B. When Using the Services to Access Your Credit Card Account

Update, Protect, and Monitor Your Contact and Other Information

It is your sole responsibility to ensure that your contact, Payment Account, and other information is current and accurate. This contact information includes, but is not limited to, name, address, phone numbers, email addresses, Payment Account numbers, and any other information about your Payment

Accounts(s). Changes to contact information can be made through the Online Banking Site or by notifying us as specified on our [Contact Us](#) page. Failure to provide accurate and complete information (including misrepresenting your identity or other information) may result in errors in your requested payments or be a basis for our prohibiting your use of Online Banking in the future.

To prevent unauthorized access to your account(s) and use of Online Banking and your Payment Account(s), you agree to keep your user name, password, and any other security or access information (collectively, "Access Information") confidential. We recommend that you memorize your Access Information and do not write it down. We also recommend that you do not reuse passwords. Instead, create a unique password for your account. You agree not to give or otherwise make available your Access Information to any unauthorized individual.

You will receive periodic statements for your account(s) with the regularity provided for in your account agreement(s). To help prevent any wrongful use of or errors on your account(s), you must carefully examine your statement upon receipt.

Unauthorized Transactions

Notify us IMMEDIATELY if you suspect that an unauthorized transaction has been or may be conducted from your account(s), another person has improperly obtained your online password(s), or fraudulent activity has occurred on your account(s) by notifying us as specified on our [Contact Us](#) page. You agree to assist us in our efforts to recover any funds that were transferred or paid without your permission. For more information on your rights and responsibilities for unauthorized transactions, please review your account agreement.

18. In Case of Errors or Questions about Payments, Transfers or Other Transactions Made Through the Services

A. When Using the Services to Access Your Bank Account

In case of questions or errors about funds transfers or bill payments made through the Services, you must do one of the following:

Call us at 1-877-383-4802.

Write to us at:

Capital One, N.A.

7933 Preston Rd.

Plano, TX 75024

Attn: Customer Service Center

Or log into your account at capitalone.com and click on the transaction.

With respect to any statements you receive from us that reflect transactions you performed while using the Services, if you think your statement is wrong or if you need more information about a transaction listed on the statement, we must hear from you no later than 60 days after we sent the FIRST paper or online statement on which the problem or error appeared.

To report an error you must:

1. Tell us your name and Account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account. If the error occurred within 30 days after the first deposit to your Account was made, we may take up to 90 days to investigate your complaint or question, and we may take up to 20 Business Days to credit your Account for the amount you think is in error. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

In our investigation of any such bill payment transactions, we will request from the Biller a refund of any interest and/or fees which you may have been wrongly assessed, provided that we will have no obligation to further pursue such request if the Biller denies such request. You will be notified of the final resolution.

B. When Using the Services to Access Your Credit Card Account

In case of questions or errors about payments or other transactions made through Online Banking, you must call us as specified on our [Contact Us](#) page. For more information on your rights and responsibilities for billing errors, please review your [Billing Rights Summary](#), which is considered part of this Agreement.

19. Amendment

We have the right to change this Agreement, including the applicable fees and charges, at any time, which changes may include the addition of new charges or terms. If we make changes, you will be notified as required by applicable law.

20. Termination

You may continue to access the Services until your access is terminated by you or us. We reserve the right to terminate this Agreement and your access to the Services, in whole or in part, at any time and for any reason. For your security, if your online access has been terminated, you may be required to re-enroll.

If you close your account, you may no longer be able to access Online Banking or the Services. However, cancellation of your access to Online Banking will not terminate any Accounts you access via Online Banking. Depending on the type of transaction, termination of your access to the Services may result in cancellation of any applicable account transactions you have previously authorized. Accordingly, you should monitor your accounts after termination to confirm whether transactions have

been made. Additionally, if you do not want a transaction to take place after your access has terminated, you should cancel the transactions prior to termination.

We reserve the right to terminate your access to the Services if you do not access the Services and there has been no activity on any of your accounts through the Services (such as an automatic bill payment) for any consecutive 120-day period, and there is no such activity pending as of the end of such 120-day period.

This Agreement will be in effect from the date of your enrollment in the Services and at all times while you are using Online Banking or the Services. Termination shall not affect your liability or obligations under this Agreement for any transactions initiated prior to termination.

21. Assignment

We may assign this Agreement to our parent corporation or to any now-existing or future direct or indirect subsidiary of our parent corporation or another Capital One entity, or to any existing or future direct or indirect subsidiary of Capital One, or to any of our existing or future affiliates. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties. You may not assign this Agreement or your rights to use or access the Services to any other party.

22. Data Recording

When you contact us, the communication or the information you provide may be recorded or otherwise retained by us or by our Service Provider. You consent to such recording or other retention. Without limiting the above, you agree that we may record the conversations our employees or agents have with you or your agents to ensure your instructions are followed and monitor quality of service and accuracy of information our employees and associates give you.

23. No Waiver

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

24. Liability for Loss or Erroneous Data

Without limiting any other provision hereof, you will bear the sole liability and risk of any error or loss of data, information, transactions or other losses which may be due to the failure of your Computer or third party communications providers on which you may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your Computer.

25. Harm to Computer Systems/Data

You agree that we shall have no liability of any kind for viruses, worms, Trojan horses, or other similar harmful components that may enter your Computer by downloading information, software, or other materials from the Online Banking Site or any other Capital One Site.

26. Limitations of Liability and Disclaimers

Except as otherwise expressly provided herein, your use of the Online Banking Services is at your own risk. None of the entities comprising Capital One, nor any of their respective officers, directors, or employees, nor any other party involved in creating, producing, or delivering the Services is liable for any direct, incidental, consequential, indirect, punitive, or other damages of any kind arising out of your access to or use of the Services, or the inability to access or use the Services, whether caused by Capital One, our Service Providers, or such other parties, online service providers, any agent or subcontractor of any of the foregoing or any other party.

Without limiting the above, you agree you are solely liable for and will indemnify Capital One where appropriate for any and all claims, losses, liability, damages, and/or demands (including, but not limited to, reasonable attorneys' fees and court costs) arising out of or in any way connected to our honoring or following any and all electronic communications for which we have attempted to verify your identity as set forth above.

WITHOUT LIMITING THE FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WHILE CAPITAL ONE MAKES EVERY EFFORT TO PROVIDE ACCURATE INFORMATION IN CONNECTION WITH THE SERVICES, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CAPITAL ONE MAKES NO WARRANTY THAT (a) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, or (b) ANY INFORMATION CONTAINED ON, RESULTS THAT MAY BE OBTAINED FROM THE USE OF, OR OTHER ASPECT OF THE SERVICES WILL BE ACCURATE, CURRENT, COMPLETE OR RELIABLE.

Nothing contained in the Services is intended to provide legal, accounting, tax, or financial advice. You should consult your own professional advisor on such matters. Information about products and services which you do not already have with Capital One is provided for informational purposes only and should not be considered as an offer to make those products and services available to you.

27. Severability

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction

28. Area of Service

Unless otherwise agreed by Capital One, the Services described in this Agreement are offered to citizens and legal residents of the United States of America.

29. Collection Expenses

If we have to file a lawsuit to collect whatever you owe us, you will pay our reasonable expenses, including attorneys' fees and court costs, unless prohibited by applicable law.

30. Governing Law

This Agreement is governed by and interpreted in accordance with all applicable federal laws and regulations and, as this Agreement applies to each individual account that you may access using the Services, by the state laws and regulations governing such account or the account agreement for such account (to the extent the state laws are not superseded by federal law). Refer to your account agreement to determine in which state your account is located.

“Remittance transfers,” as defined by Regulation E, Subpart B, are governed by the laws of the U.S. and to the extent applicable, the laws of the State of New York, including New York’s version of Article 4A of the UCC.

31. Downloading and Exportation

The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No contents from the Online Banking Site or any other Capital One Site may be downloaded or otherwise exported in violation of United States law.

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Investment and Insurance Products Are:

- Not Insured By The FDIC
- Not Insured By Any Federal Government Agency
- Not A Deposit Or Other Obligation Of, Or Guaranteed By, The Bank
- Subject to Investment Risks, Including Possible Loss Of The Principal Amount Invested

Banking and lending products and services are offered by Capital One, N.A., and Capital One Bank (USA), N.A, Members FDIC.

Investment products are offered by Capital One Investing, LLC, a registered broker-dealer and Member FINRA/SIPC. Investment advisory services are provided by Capital One Advisors, LLC, an SEC-registered

investment advisor. Insurance products are offered through Capital One Agency, LLC.

All are subsidiaries of Capital One Financial Corporation.

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